

**SECRET**

*Fin*

DPD-5388-61  
Task Order No. 3  
Contract No. EI-400

13 SEP 1961

Eastman Kodak Company  
Rochester, New York

ATTENTION:

25X1

Gentlemen:

1. In accordance with the provisions of Contract No. EI-400 and effective upon your acceptance hereof, you are authorized to proceed with the performance of Task Order No. 3 to said contract.
2. The scope of work to be performed under this Task Order and such additional provisions as may be applicable are set forth in the attached schedule.
3. **ESTIMATED COST AND FIXED-FEE:**
  - a. The estimated cost of the performance of this Task Order, exclusive of the fixed-fee, is FOUR HUNDRED FORTY-SEVEN THOUSAND TWO HUNDRED SEVENTY DOLLARS (\$447,270). Costs in excess of this amount shall not be incurred without the prior written authorization of the Contracting Officer.
  - b. The fixed-fee for the performance of this Task Order shall be THIRTY-ONE THOUSAND THREE HUNDRED TEN DOLLARS (\$31,310).
  - c. Notwithstanding the foregoing and in accordance with the provisions of Paragraph 5, LIMITATION OF GOVERNMENT'S OBLIGATION, of the attached schedule, there has been allotted to this Task Order the sum of THREE HUNDRED FIFTY-EIGHT THOUSAND TWO HUNDRED FIFTY-FIVE DOLLARS (\$358,255) for performance hereunder through 15 March 1962.
4. The period of performance of this Task Order shall end on 31 December 1962; however, said period of performance may be extended by mutual agreement.

**SECRET**

SECRET

5. Upon execution of all copies of this Task Order, please return the original and one copy to the undersigned and retain the remaining copy for your files.

Very truly yours,

[Redacted Signature]

Contracting Officer

25X1

ACKNOWLEDGED AND ACCEPTED  
EASTMAN KODAK COMPANY

BY

[Redacted Name]

TITLE Vice President

DATE 27 September 1961

25X1

SECRET

SECRET

Task Order No. 3  
Contract No. EO-400

### **SCHEDULE**

#### **1. SCOPE OF WORK**

The Contractor shall engineer, design, fabricate, test and deliver the following equipment to the Government:

- a. 10 each - Precision Enlargers, 10-20-40X, conforming to Contractor's Design Specification dated 20 June 1961 and revision thereto dated 10 July 1961, complete with PAK Spare Parts and Commercial Type Manual. Said specification and revision thereto are incorporated into this contract by reference and made a part hereof.

Total Estimated Price           \$462,580

- b. 11 each - Photographic Titlers, conforming with description dated 1-5-61 set forth under Tab. 8 of Contractor's Brochure on Exploitation Equipment. Said description is incorporated into this contract by reference and made a part hereof.

Total Estimated Price           \$ 16,000

#### **2. DELIVERY**

Deliveries of the above listed equipment shall commence in May 1962 and shall be completed in November 1962. Deliveries shall be made to destinations within the XI as designated by the Contracting Officer. Distribution of the equipment is as follows:

Item a - 1 ea. Customer A  
          8 ea. Customer B  
          1 ea. Customer C

Item b - 10 ea. Customer B  
          1 ea. Customer C

#### **3. ANTICIPATORY COSTS**

All costs which have been incurred by the Contractor on or after 21 February 1961 in anticipation of and prior to the signing of this Task Order No. 3, and which if incurred after the signing of this Task Order would have been considered as allowable cost hereunder will be accepted by the Contracting Officer as costs under this Task Order.

SECRET

**SECRET**

**4. AUTHORIZATIONS TO PROCEED SUPERSEDED**

This is the Definitive Task Order contemplated by the authorizations to proceed given the Contractor in Messages 8670, dated 11 March 1961 and 1731 dated 29 June 1961. This Definitive Task Order supersedes said authorizations to proceed. Services performed and payments made under said authorizations to proceed shall be deemed to be services performed and payments made under this Definitive Task Order. In the event of conflict between this Definitive Task Order and said authorizations to proceed, this Definitive Task Order shall prevail.

**5. LIMITATION OF GOVERNMENT'S OBLIGATION**

Attached.

**SECRET**

# **LIMITATION OF GOVERNMENT'S OBLIGATION**

(1) It is estimated that the total cost to the Government, inclusive of any fixed fee, for the performance of this Task Order will not exceed the estimated cost and fixed fee set forth in Paragraphs 3a and 3b of this Task Order and the Contractor agrees to use its best efforts to perform the work specified in the schedule and all obligations under this Task Order within such estimated cost. The fixed fee for complete performance of this contract is specified in the Task Order.

(2) The sum presently available for payment and allotted to this Task Order and the period of performance which it is estimated the allotted amount will cover, is specified in Paragraph 3 of this Task Order. It is anticipated that from time to time additional funds will be allotted to this Task Order up to the full estimated cost, including any fixed fee. When additional funds are allotted from time to time for continued performance of the work, the parties shall agree as to the applicable estimated period of contract performance which shall be covered by such funds and the Task Order amended accordingly. The Contractor agrees to perform or have performed work on this Task Order up to the point at which, in the event of termination of this Task Order for the convenience of the Government pursuant to the clause of the contract entitled "Termination," the total amount paid and payable by the Government pursuant to any settlement including cost and fixed fee under Paragraph (e) of such clause would, in the exercise of reasonable judgment by the Contractor, approximate the total amount at the time allotted to this Task Order. The Contractor shall not be obligated to continue performance of the work beyond such point.

(3) The Government shall not be obligated to reimburse the Contractor for costs incurred (including amounts payable in respect to subcontracts and termination settlement costs) and to pay any fixed fee to which the Contractor may be entitled, in excess of the total amount from time to time allotted to this Task Order. However, when and to the extent that the total amount allotted to this Task Order has been increased, any costs incurred by the Contractor and any fixed fee to which the Contractor may be entitled, prior to the increase and in excess of the amount previously allotted, shall be allowable to the same extent as if such costs has been incurred and fee earned after such increase in amount allotted.

(4) In the event funds allotted are considered by the Contractor to be inadequate to cover the work to be performed for the period set forth in this Task Order, the Contractor shall notify the Contracting Officer in writing when within the next thirty (30) days the work will reach a point, at which, in the event of termination of this Task Order for the convenience of the Government pursuant to the clause of this contract entitled "Termination," the total amount paid and payable by the Government pursuant to a settlement including cost and fixed fee under Paragraph (e) of such clause will approximate eighty-five percent (85%) of

the total amount then allotted to this Task Order. The notice shall state the estimated date when such point will be reached and the estimated amount of additional funds required to continue performance for the period set forth in this Task Order. The Contractor shall, thirty (30) days prior to the end of the period specified in this Task Order, advise the Contracting Officer in writing as to the estimated amount of additional funds which will be required, on the basis of the obligation for performance in accordance with Paragraph (2) of this clause, for the timely performance of the work under this Task Order for such further period as may be specified in this Task Order or otherwise agreed to by the parties. If, after such notification, additional funds are not allotted by the end of the period set forth in this Task Order, or an agreed date in substitution therefor, the Contracting Officer will, upon written request of the Contractor, terminate this Task Order on such date, or on a date to be specified in such request, on which the Contractor, in the exercise of his reasonable judgment, estimates that he will have discharged his obligation to perform hereunder in accordance with Paragraph (2) of this clause, whichever is later, pursuant to the provisions of the clause of this contract entitled "Termination."

(5) When additional funds are allotted from time to time for continued performance of the work under this Task Order, the parties shall agree as to the applicable period of contract performance which shall be covered by such funds, and the provisions of Paragraphs (2), (3), and (4) of this clause shall apply in like manner to such additional allotted funds and substituted date pertaining thereto, and this Task Order shall be amended accordingly.

(6) The Government may at any time prior to termination allot additional funds for this Task Order and, with the consent of the Contractor, after notice of termination, may rescind such termination in whole or in part, and allot additional funds for this Task Order.

(7) In the event that sufficient amounts are not allotted to this Task Order to allow completion of the work contemplated by this Task Order, the Contractor shall be entitled, subject to the limitations of Paragraph (3) of this clause, to a percentage of the fixed fee set forth in this Task Order equivalent to the percentage of completion of the work contemplated by this Task Order.

(8) Nothing in this clause shall affect the right of the Government to terminate this Task Order pursuant to the clause of this contract entitled "Termination."

(9) For the purposes of this clause the allotment or allotments specified in this Task Order shall not be decreased without the consent of the Contractor.

(10) This clause shall be applicable and the clause of this contract entitled "Limitation of Cost" inapplicable until such time as an amount equal to the total estimated cost and fee set forth in this Task Order is allotted hereunder, and thereafter the clause of this contract entitled "Limitation of Cost" shall be applicable and this clause inapplicable.